

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement  
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant  MARIANNE H. RUDE 6107 Tracey's Overlook Rd. Tracys Landing, MD 20779	2. Registration No.  5767
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3. Name of foreign principal  Manitoba Intergovernmental Affairs and Trade	4. Principal address of foreign principal  Room 42 450 Broadway Winnipeg, Manitoba CANADA R3C 0V8
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5. Indicate whether your foreign principal is one of the following:

- ☒ Foreign government
- ☐ Foreign political party
- ☐ Foreign or domestic organization: If either, check one of the following:
- |                                      |   |
|--------------------------------------|---|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee              |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group        |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other (specify): _____ |
- ☐ Individual-State nationality \_\_\_\_\_

2006 SEP 13 PM 1:38  
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6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant.

Intergovernmental Affairs and Trade

b) Name and title of official with whom registrant deals.

Diane Gray  
Deputy Minister of Federal-Provincial and  
International Relations and Trade

7. If the foreign principal is a foreign political party, state:

a) Principal address.

b) Name and title of official with whom registrant deals.

c) Principal aim.

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

2006 SEP 13 PM 1:33  
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10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Date of Exhibit A

Name and Title

Signature

13 September  
2006

Marianne Rude

Marianne Rude

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant <i>Marianne H. Rude</i>	2. Registration No. <i>5767</i>
3. Name of Foreign Principal <i>Manitoba Intergovernmental Affairs and Trade</i>	

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

*I am contracted to monitor activities of the U.S. Congress and administration for developments on issue of concern to said department of Manitoba. Such monitoring is done by attending congressional hearings, press briefings, think tank events, trade /association seminars and meetings with Congressional and administrative staff. I write regular reports - hard copy and email to department officials.*

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

For the remaining duration of the contract I anticipate regular meetings with Congressional staffers to raise their awareness of Manitoba's concerns regarding the Western Hemisphere Travel Initiative.

I will also be reporting on activities and developments related to the U.S. Energy Act, anticipated Farm bill discussions, ramifications of November 2006 election results, and other issues that may emerge.

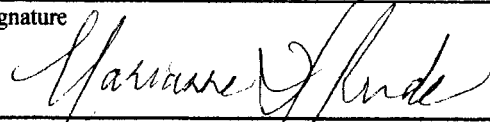
I will be drafting formal submissions in response to Federal Register Notices regarding the Western Hemisphere Travel Initiative. (WHTI)

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

I anticipate meeting with staff to members of Congress to encourage them to support amendments and/or legislation that would delay implementation of the WHTI (see above) and would expand trusted traveller programs.

2006 SEP 13 PM 1:33  
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Date of Exhibit B	Name and Title	Signature
13 Sept 06	Marianne H. Rude	

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

AN AGREEMENT FOR CONSULTING SERVICES DATED June 8, 2006

BETWEEN:

**The Province of Manitoba**  
represented by the Minister of  
Intergovernmental Affairs and Trade

(called "**Manitoba**"),

- and -

Marianne Rude  
6107 Tracey's Overlook Road  
Tracy's Landing, Maryland 20079  
U.S.A.

(called the "**Consultant**"),

MANITOBA AND THE CONSULTANT AGREE AS FOLLOWS:

### **SECTION 1 - TERM OF AGREEMENT, EXTENSION**

1. This Agreement comes into effect on April 1, 2006 and shall continue until March 31, 2007 unless delayed, suspended or extended beyond that date under Section 14 or terminated before that date under Section 15.

### **SECTION 2 - SERVICES TO BE PROVIDED**

- 2(1) Manitoba agrees to retain the Consultant to provide the services outlined in the attached Schedule "A" (called the "Services") and the Consultant agrees to provide the Services on the terms and conditions set out in this Agreement.
- 2(2) Schedule "A" forms part of this Agreement.
- 2(3) Manitoba and the Consultant agree that any work performed by the Consultant outside the scope of Schedule "A" without the prior written approval of Manitoba shall be deemed to be gratuitous on the Consultant's part, and Manitoba has no liability with respect to such work.

### **SECTION 3 - PERFORMANCE OF CONSULTANT'S OBLIGATIONS**

- 3(1) The Consultant represents and warrants that:
  - (a) the Consultant possesses the necessary skills, expertise and experience to perform the Services in accordance with the provisions of this Agreement; and
  - (b) the Consultant understands Manitoba's requirements under this Agreement and will be able to satisfy these requirements.

3(2) The Consultant agrees:

- (a) that the Services shall be provided by Marianne Rude, unless Manitoba agrees otherwise in writing;
- (b) that the person and persons designated under clause (a) shall devote the time, attention, abilities and expertise necessary to properly perform the Consultant's obligations under this Agreement;
- (c) that the Consultant shall be solely responsible for determining and scheduling the hours of work necessary to properly perform the Consultant's obligation under this Agreement;
- (d) to perform all obligations and provide the Services in a professional manner satisfactory to Manitoba; and
- (e) to comply with all reasonable directions and requests of Manitoba.

**SECTION 4 - RESTRICTION ON OTHER WORK**

4. While this Agreement is in effect, the Consultant and any officers, employees or agents of the Consultant shall not provide services to any other person, firm, corporation or organization in a manner which might interfere or conflict with the proper performance of the Consultant's obligations under this Agreement.

**SECTION 5 - PROGRESS REPORTS**

5. The Consultant shall provide written progress reports, satisfactory in form and content to Manitoba, with respect to the provision of the Services on the following basis:

Monthly activity reports and monthly invoices

**SECTION 6 - CONSULTANT'S FEES**

- 6(1) Subject to the following subsections, in consideration of Services performed to the satisfaction of Manitoba, Manitoba shall pay to the Consultant the following fee:

CDN \$100 per hour, to a maximum of 400 hours per year

Up to \$10,000.00 (ten thousand dollars) CDN for Consultant's expenses, in accordance with Section 7 of this Agreement, including travel and:

Telephone/Cellphone - repayment of actual costs

Home Internet/Email access - partial payment of existing service (currently \$30 USD/month)

Account to Web-Based Congressional Monitoring Service - approximately \$1200.00 USD per year

- 6(2) The Consultant shall provide **invoices** to Manitoba for services rendered.

- 6(3) All invoices shall be in writing and satisfactory to Manitoba in both form and content. The Consultant shall also provide to Manitoba such supporting documents, including time logs, vouchers, statements and receipts, as may be required by Manitoba. Invoices must be mailed to:

Luci Grechen  
Director, Canada-U.S. & International Relations  
Intergovernmental Affairs and Trade  
609 – 386 Broadway  
Winnipeg, Manitoba CANADA R3C 3R6

- 6(4) Those invoiced fees not paid by Manitoba within 60 days of receipt and approval shall bear interest from the 61st day at the prime rate charged by the Royal Bank of Canada (Winnipeg) and such interest shall be calculated monthly not in advance.
- 6(5) The total fees and expenses paid under this Agreement shall not exceed \$50,000.00 (fifty thousand dollars) CDN.

#### **SECTION 7 - REIMBURSEMENT OF CONSULTANT'S EXPENSES**

- 7(1) Manitoba shall reimburse the Consultant for reasonable out-of-pocket expenses relating to the provision of the Services if:
- (a) prior written permission to incur the expense was obtained from Manitoba, and
  - (b) the Consultant provides satisfactory receipts or supporting documents to Manitoba.
- 7(2) Reimbursement to the Consultant for out-of-pocket expenses shall be in accordance with the amounts and guidelines set out in the General Manual of Administration for the Province of Manitoba.
- 7(3) Manitoba shall not be responsible for payment of any other expenses incurred by the Consultant in the performance of this Agreement.
- 7(4) Payment of expenses shall be made, upon receipt and approval of an invoice and satisfactory receipts or supporting documents, in accordance with the provisions of subsections 6(4) and 6(5) hereof.

#### **SECTION 8 - ASSISTANCE FROM MANITOBA**

- 8 Manitoba agrees to make reasonably available to the Consultant such documents, records and assistance from officers and employees of Manitoba as may, in the opinion of Manitoba, be reasonably necessary to assist the Consultant in the performance of this Agreement.

## **SECTION 9 - CONFIDENTIALITY OF INFORMATION ETC. ACQUIRED**

- 9(1) While this Agreement is in effect, and at all times thereafter, the Consultant and any officers, employees or agents of the Consultant:
- (a) shall treat as confidential all information, documents and materials, including (without limitation) all data, research, reports, drawings, designs, plans, photographs and other materials, acquired or to which access has been given in the course of, or incidental to, the performance of this Agreement;
  - (b) shall not, without first obtaining written permission from Manitoba,
    - (i) use, or permit use of, the information, documents and materials described in clause 9(1)(a) except for the proper performance of the Consultant's obligations under this Agreement, or
    - (ii) disclose, or permit disclosure of, the information, documents and materials described in clause 9(1)(a) to any person, corporation or organization; and
  - (c) shall comply with any rules or directions made or given by Manitoba with respect to safeguarding or ensuring the confidentiality of such information, data, documents or materials described in clause 9(1)(a).
- 9(2) In addition to the requirements set out in subsection 9(1), the Consultant shall comply with the requirements set out in Schedule "B" respecting collection, use, disclosure and protection of personal information. Schedule "B" forms part of this Agreement.

## **SECTION 10 - OWNERSHIP OF INFORMATION, ETC.**

- 10(1) All information, documents, and materials, including (without limitation) all data, research, reports, drawings, designs, plans, photographs and other materials, discovered or produced by the Consultant, or any officers, employees or agents of the Consultant, in the performance of this Agreement, and all intellectual property rights therein (including, without limitation, all copyright, patent and trade mark rights) shall be the exclusive property of Manitoba, and shall be delivered without cost to Manitoba upon request.
- 10(2) The Consultant hereby waives all the Consultant's moral rights under the Copyright Act (Canada) in the information, documents and materials described in subsection 10(1) in favour of Manitoba, and agrees to execute any additional documents, in a form satisfactory to Manitoba, which may be required to evidence this waiver. The Consultant further agrees to obtain from each of its officers, employees and agents written waivers, in a form satisfactory to Manitoba, of all their moral rights in such information, documents and materials in favour of Manitoba.
- 10(3) While this Agreement is in effect, and at all times thereafter, the Consultant, and any officers, employees or agents of the Consultant, shall not use, publish or disclose any information, documents, or materials, including (without limitation) all data, research, reports, drawings, designs, plans, photographs and other materials, discovered or produced by the Consultant in the performance of this Agreement or incidental to the performance of this Agreement, without first obtaining written permission from Manitoba.



- 10(4) Any equipment, materials, and supplies provided by Manitoba to the Consultant for use in the performance of this Agreement shall remain the property of Manitoba and shall be returned without cost to Manitoba upon request.

#### **SECTION 11 - USE OF MANITOBA'S PREMISES**

- 11 When using the premises of Manitoba, the Consultant and all officers, employees and agents of the Consultant shall comply with all security regulations in effect from time to time.

#### **SECTION 12 - MANITOBA NOT LIABLE FOR INJURY, ETC. TO CONSULTANT**

- 12(1) Manitoba shall not be liable for any injury (including death) to the Consultant, or to any officers, employees or agents of the Consultant, or for any damage to or loss of property of the Consultant, or of the officers, employees or agents of the Consultant, caused by or in any way related to the performance of this Agreement.
- 12(2) Subsection 12(1) does not apply if the injury (including death), damage or loss was caused by the wrongful or negligent act of an officer or employee of Manitoba while acting within the scope of his or her employment.

#### **SECTION 13 - INDEMNIFICATION BY CONSULTANT**

- 13(1) The Consultant shall use due care in the performance of his obligations under this Agreement to ensure that no person is injured (or killed), no property is damaged or lost and no rights are infringed.
- 13(2) The Consultant shall be solely responsible for
- (a) any injury to persons (including death), damage or loss to property or infringement of rights caused by, or related to, the performance of this Agreement or the breach of any term or condition of this Agreement by the Consultant, or the officers, employees or agents of the Consultant, and
  - (b) any omission or wrongful or negligent act of the Consultant, or of the officers, employees or agents of the Consultant;
  - (c) and shall save harmless and indemnify Manitoba, its officers, employees and agents from and against all claims, liabilities and demands with respect to clauses (a) and (b).

#### **SECTION 14 - SUSPENSION OR EXTENSION**

- 14(1) Manitoba may, in writing and at its sole option, from time to time, delay or suspend the Services being provided under this Agreement, in whole or in part, for such period of time as may, in the opinion of Manitoba, be necessary.

- 14(2) Manitoba may, in writing and at its sole option, extend the time by which the Services are to be provided if necessary by reason of circumstances beyond the control of the Consultant or through no fault of the Consultant.
- 14(3) Where there is a delay or suspension under subsection 14(1) or an extension of time under subsection 14(2), all terms and conditions of this Agreement shall continue in full force and effect against the Consultant. The Consultant shall not be entitled to make any claim for damages by reason of the delay, suspension or extension.

## **SECTION 15 - TERMINATION**

- 15(1) Manitoba may terminate this Agreement at any time by giving 30 days notice in writing to the Consultant.
- 15(2) In addition to its rights under subsection 15(1), and without restricting any other remedies available, Manitoba may, at its sole option, immediately terminate this Agreement in writing if
- (a) in the opinion of Manitoba, the Services provided by the Consultant are unsatisfactory, inadequate, or are improperly performed; or
  - (b) in the opinion of Manitoba, the Consultant has failed to comply with any term or condition of this Agreement; or
  - (c) the Consultant is dissolved or becomes bankrupt or insolvent.
- 15(3) Upon termination of this Agreement, the Consultant shall cease to perform any further work, and shall deliver to Manitoba any finished work which has not been delivered and accepted prior to termination, together with any materials and work in progress relating to this Agreement. Manitoba shall be under no obligation to the Consultant other than to pay, upon receipt of an invoice and supporting documentation satisfactory to Manitoba, such compensation as the Consultant may be entitled to receive under this Agreement for work completed to the satisfaction of Manitoba up to the date of termination.

## **SECTION 16 - SURVIVAL OF TERMS**

- 16 Sections 9, 10, 12, 13, 16 and 17 and subsection 15(3) shall survive the termination or expiration of this Agreement.

## **SECTION 17 - INDEPENDENT CONTRACTOR**

- 17(1) The Consultant is an independent contractor, and this Agreement does not create the relationship of employer and employee, or of principal and agent, between Manitoba and the Consultant or between Manitoba and any officers, employees or agents of the Consultant.
- 17(2) The Consultant is responsible for any deductions or remittances which may be required by law including but not limited to Workers' Compensation premiums.

- 17(3) In the event it is determined that the Consultant is not an independent contractor and this Agreement creates the relationship of employer and employee between Manitoba and the Consultant, the Consultant agrees to be solely responsible and to save harmless and indemnify Manitoba, its officers, employees and agents from and against all claims, liabilities, orders, costs and demands resulting from such a determination, to the extent that such an indemnity is not prohibited by law. Should such a determination be made, the Consultant agrees that the amount Manitoba has paid to the Consultant under this Agreement shall constitute an all-inclusive payment of the Consultant's wages, vacation, pay, overtime pay, benefits, or other remuneration whatsoever, regardless of the day of the week on which the Services were performed or the number of hours worked in a day or week.
- 17(4) The Consultant shall not incur any expenses or debts on behalf of, nor make any commitments for, Manitoba without first obtaining written permission from Manitoba.

#### **SECTION 18 - NO ASSIGNMENT OF AGREEMENT**

- 18(1) The Consultant shall not assign or transfer this Agreement or any of the rights or obligations under this Agreement without first obtaining written permission from Manitoba.
- 18(2) No assignment or transfer of this Agreement shall relieve the Consultant of any obligations under this Agreement, except to the extent they are properly performed by the Consultant's permitted assigns.
- 18(3) This Agreement shall be binding upon the executors, administrators, heirs, successors and any permitted assigns of the Consultant.

#### **SECTION 19 - TIME OF ESSENCE**

- 19 Time shall be of the essence of this Agreement.

#### **SECTION 20 - ENTIRE AGREEMENT**

- 20 This document and the attached Schedules contain the entire agreement between the parties. There are no undertakings, representations, or promises, express or implied, other than those contained in this Agreement.

#### **SECTION 21 - AMENDMENTS**

- 21 No amendment or change to, or modification of, this Agreement shall be valid unless it is in writing and signed by both parties.

## **SECTION 22 - SEVERABILITY**

- 22 If any provision of this Agreement is for any reason invalid, that provision shall be considered separate and severable from this Agreement, and the other provisions of this Agreement shall remain in force and continue to be binding upon the parties as though the invalid provision had never been included in this Agreement.

## **SECTION 23 - APPLICABLE LAW & GST**

- 23(1) This Agreement shall be interpreted, performed and enforced in accordance with the laws of the Province of Manitoba.
- 23(2) The Services are being purchased under this Agreement by the Government of Manitoba, and are, therefore, **not** subject to the Federal **Goods & Services Tax (Registration Number R107863847)**. The Consultant represents and warrants that Goods and Services Tax has not been included or quoted in any fees, prices or estimates and shall not be included in any invoice provided, or request for payment, under this Agreement.

## **SECTION 24 - NOTICES**

- 24(1) Any notice or other communication to the Consultant under this Agreement shall be in writing and shall be delivered personally to the Consultant, or sent by registered mail, postage prepaid or by way of facsimile transmission, to:

Marianne Rude  
6107 Tracey's Overlook Road  
Tracy's Landing, Maryland 20779  
U.S.A.  
Phone: (410) 867-9589  
Home email: rudecamp@verizon.net

- 24(2) Any notice or other communication to Manitoba under this Agreement shall be in writing and shall be delivered, or sent by registered mail, postage prepaid, or by way of facsimile transmission, to:

Luci Grechen  
Director, Canada-U.S. & International Relations  
Intergovernmental Affairs and Trade  
Suite 609 – 386 Broadway  
Winnipeg, Manitoba CANADA R3C 3R6

24(3) Any notice or communication sent by registered mail shall be deemed to have been received on the third business day following the date of mailing. If mail service is disrupted by labour controversy, notice shall be delivered personally. Any notice sent by facsimile shall be deemed to have been received on the next business day following the date of successful transmission as indicated on the dispatcher's confirmation notice.

This Agreement has been executed by the Minister of Intergovernmental Affairs and Trade on behalf of the Government of Manitoba and by the Consultant on the dates noted below.

SIGNED IN THE PRESENCE OF:

Margaret Oli  
WITNESS

FOR THE GOVERNMENT OF MANITOBA

[Signature]  
MINISTER OF  
INTERGOVERNMENTAL AFFAIRS AND TRADE

DATE:

June 2/06

SIGNED IN THE PRESENCE OF:

Pauline S Walsh  
WITNESS

FOR MARIANNE RUDE

[Signature]  
CONSULTANT'S SIGNATURE

Marianne H. Rude  
(PRINT CONSULTANT'S NAME/POSITION)

DATE:

8 June 2006

## SCHEDULE "A"

This is Schedule "A" to the Fee for Service Contract between the Government of Manitoba, and Marianne Rude, dated June 8, 2006

### Framework

On a part-time basis, the Consultant will advance Manitoba's interests with the Provincial Secretariat within the Canadian Embassy in Washington, D.C., and report on issues of interest to the Province of Manitoba. The Consultant will recommend and implement advocacy strategies which may include:

1. Meetings with staff to Members of the U.S. Congress, both House and Senate (advocacy on particular issues and proactive outreach)
2. Propose and draft letters to Members of the U.S. Congress
3. Conduct meetings with Representatives of State Legislatures located in Washington
4. Meetings with responsible Administration Officials (e.g., EPA for water issues, etc.)
5. Report on fora and presentations related to Manitoba's issues
6. Develop agendas and arrange meetings for other Manitoba representatives for issue visits to Washington
7. Engage with Washington-based Canadian or U.S. media
8. Travel to attend meetings and briefings in Manitoba, as needed

### Contract Deliverables

1. Weekly report of all activities including summary of legislative developments of interest to Manitoba.
2. Raise the profile of Manitoba in Washington and at the state level.
3. Increase involvement of Manitoba in Canadian federal/ bilateral issues which impact province.
4. Increase opportunities for cooperation with other provinces on mutual issues.
5. Ad hoc research into special projects (delegations and issues arising)
6. Research to investigate potential coalitions and allies to complement Embassy/provincial efforts
7. Travel to Winnipeg on as-needed basis to debrief

### INITIALS

Employing Contractor  
Authority

## **SCHEDULE "B"**

### **PROTECTION OF PERSONAL INFORMATION**

This is Schedule "B" to the Fee for Service Contract between the Government of Manitoba, and Marianne Rude, dated \_\_\_\_\_, 200\_\_

#### **Definition of personal information**

1.01 In this Schedule and in this Agreement, "personal information" has the meaning given to that term in *The Freedom of Information and Protection of Privacy Act* of Manitoba (C.C.S.M. c. F175), and includes:

- (a) personal information about an identifiable individual which is recorded in any manner, form or medium; and
- (b) personal health information about an identifiable individual as defined in *The Personal Health Information Act* of Manitoba (C.C.S.M. c. P33.5).

These statutory definitions are attached at the end of this Schedule.

1.02 The requirements and obligations in this Schedule:

- (a) apply to all personal information received, collected or otherwise acquired by the Contractor in the course of carrying out its obligations under this Agreement, in whatever manner, form or medium;
- (b) apply whether the personal information was received, collected or acquired before or after the commencement of this Agreement; and
- (c) continue to apply after the termination or expiration of this Agreement.

#### **Collection of personal information by the Contractor**

1.03 The Contractor recognizes that, in the course of carrying out its obligations under this Agreement, the Contractor may receive personal information from Manitoba and may collect, acquire, be given access to and may otherwise come into possession of personal information about individuals.

1.04 Where the Contractor receives, collects, acquires, is given access to or otherwise comes into possession of personal information, the Contractor shall collect only as much personal information about an individual as is reasonably necessary to carry out the Contractor's obligations under this Agreement.

1.05 Where the Contractor collects or acquires personal information directly from the individual it is about, the Contractor shall ensure that the individual is informed of:

- (a) the purpose for which the personal information is collected;
- (b) how the information is to be used and disclosed;
- (c) who in the Contractor's organization can answer questions the individual may have about his or her personal information; and

- (d) his or her right of access to the information, as set out in the Contractor's policies under subsection 1.06 of this Schedule.

**Access to personal information by the individual it is about**

- 1.06 The Contractor shall establish a written policy, acceptable to Manitoba, providing individuals whose personal information is received, collected or acquired by the Contractor under this Agreement with:
- (a) a right to examine personal information about themselves which is maintained by the Contractor, subject only to specific and limited exceptions; and
  - (b) a right to request corrections to this personal information.

**Restrictions respecting use of personal information by the Contractor**

- 1.07 (a) The Contractor shall keep the personal information in strict confidence and shall use the personal information only for the purpose of properly carrying out the Contractor's obligations under this Agreement and not for any other purpose.
- (b) The personal information shall be used solely by Contractor personally, or (where the Contractor is a corporation, business, organization or other entity) by the officers and employees of the Contractor, except as otherwise specifically permitted by Manitoba in writing.
- (c) The Contractor shall:
- (i) limit access to and use of the personal information to those of the Contractor's officers and employees who need to know the information to carry out the obligations of the Contractor under this Agreement,
  - (ii) ensure that every use of and access to the personal information by the Contractor and by the authorized officers and employees of the Contractor is limited to the minimum amount necessary to carry out the obligations of the Contractor under this Agreement,
  - (iii) ensure that each officer and employee of the Contractor who has access to the personal information is aware of and complies with the requirements, obligations and fair information practices in this Schedule, and
  - (iv) ensure that each officer and employee who has access to the personal information signs a pledge of confidentiality, satisfactory in form and content to Manitoba, that includes an acknowledgement that he or she is bound by the requirements, obligations and fair information practices in this Schedule and by the Contractor's security policies and procedures and is aware of the consequences of breaching any of them.
- 1.08 The Contractor shall ensure that:
- (a) no person can make unauthorized copies of the personal information;
  - (b) no person shall disclose the personal information except as authorized under subsection 1.10 of this Schedule; and



- (c) no person can modify or alter the personal information in a manner which is not authorized.
- 1.09 The Contractor shall not link or match the personal information with any other personal information, except where necessary to carry out the obligations of the Contractor under this Agreement.

**Restrictions respecting disclosure of personal information by the Contractor**

- 1.10 The Contractor shall not give access to, reveal, disclose or publish, and shall not permit anyone to give access to, reveal, disclose or publish, the personal information to any person, corporation, business, organization or entity outside the Contractor's organization, except as follows:
- (a) to Manitoba, and to Manitoba's officers, employees and agents, for the purposes of this Agreement;
  - (b) to the individual the personal information is about, upon satisfactory proof of identity;
  - (c) to any person, corporation, business, organization or entity with the voluntary, informed consent of the individual the information is about;
  - (d) where the individual the information is about is a child under the age of 18 years, to the custodial parent or parents or to the legal guardian of the child, upon satisfactory proof of identity and authority, provided that the Contractor is of the opinion the disclosure would not be an unreasonable invasion of the child's privacy;
  - (e) where disclosure is required or authorized by legislation;
  - (f) where disclosure is required by an order of a court, person or body with jurisdiction to compel production of the personal information or disclosure is required to comply with a rule of court that relates to the production of the personal information; or
  - (g) where disclosure is necessary to prevent or lessen a serious and immediate threat to the health or safety of the individual the information is about or of any other individual or individuals.
- 1.11 Without limiting subsection 1.10 of this Agreement, the Contractor shall not:
- (a) sell or disclose the personal information, or any part of the personal information, for consideration; or
  - (b) exchange the personal information for any goods, services or benefit; or
  - (c) give the personal information to any individual, corporation, business, agency, organization or entity for any purpose, including (but not limited to) solicitation for charitable or other purposes;
- and shall not permit any of these activities to take place.

**Protection of the personal information by the Contractor**

- 1.12 The Contractor shall protect the personal information by putting in place reasonable security arrangements, including administrative, technical and physical safeguards, that ensure the confidentiality and security of the personal information and protect the personal information against such risks as use, access, disclosure or destruction which are not authorized under this Schedule. These security arrangements shall take into account the sensitivity of the personal information and the medium in which the information is stored, handled, transmitted or transferred.
- 1.13 Without limiting subsection 1.12 of this Schedule:
- (a) where personal information is in paper form, on diskette or other removable media, the Contractor shall ensure that:
    - (i) the paper records, diskettes and removable media used to record the personal information are kept in a physically secure area and are subject to appropriate safeguards,
    - (ii) the personal information is accessible only to those of the Contractor's officers and employees who need to know the personal information to carry out the obligations of the Contractor under this Agreement, and
    - (iii) the paper records, diskettes and removable media used to record the personal information are stored securely when not in use;
  - (b) where personal information is stored in electronic format, the Contractor shall:
    - (i) ensure that the computer system or computer network on which the personal information is stored is secure and is accessible only to officers and employees of the Contractor who need to know the personal information to carry out the obligations of the Contractor under this Agreement,
    - (ii) ensure that the personal information is protected by a series of passwords to prevent unauthorized access, and
    - (iii) limit access to and use of these passwords to those of the Contractor's officers and employees who need to know the personal information to carry out the obligations of the Contractor under this Agreement.
- 1.14 When disposing of any paper records and media containing a record of the personal information, the Contractor shall destroy the paper records or erase or destroy any personal information contained on the media in a manner which adequately protects the confidentiality of the personal information.
- 1.15 The Contractor shall establish and comply with written policies and procedures respecting the use of, access to, disclosure, protection and destruction of the personal information which shall be consistent with and reflect the requirements of this Schedule. These security policies and procedures shall include:
- (a) provisions for identifying and recording security breaches and attempted security breaches; and
  - (b) corrective procedures to address security breaches.

- 1.16 The Contractor shall, immediately upon becoming aware of any of the following, notify Manitoba in writing of any use of, access to, disclosure or destruction of personal information which is not authorized by this Schedule, with full details of the unauthorized use, access, disclosure or destruction. The Contractor shall immediately take all reasonable steps to prevent the recurrence of any unauthorized use, access, disclosure or destruction of the personal information and shall notify Manitoba in writing of the steps taken.
- 1.17 The Contractor shall provide training for its officers and employees about the requirements of this Schedule and the Contractor's security policies and procedures.
- 1.18 The Contractor shall comply with any regulations made, policies issued and reasonable requirements established by Manitoba respecting the protection, retention or destruction of the personal information.

#### **Destruction of personal information by the Contractor**

- 1.19 After the personal information has been used for its authorized purpose, or where destruction of the personal information is requested by Manitoba or is required by this Agreement, the Contractor shall destroy the personal information (and all copies of the personal information in any form or medium) in a manner which adequately protects the confidentiality of the personal information.

#### **Inspections by Manitoba**

- 1.20 Manitoba and its representatives may carry out such inspections or investigations respecting the Contractor's information practices and security arrangements as Manitoba considers necessary to ensure the Contractor is complying with the terms and conditions of this Schedule and that the personal information is adequately protected. The Contractor shall cooperate in any such inspection or investigation, and shall permit Manitoba and its representatives access, at all reasonable times, to the Contractor's premises and to records and information relating to the Contractor's information practices and security arrangements or to this Schedule for these purposes.
- 1.21 If an inspection or investigation identifies deficiencies in the Contractor's information practices or security arrangements which expose the personal information to risk of unauthorized use, disclosure or destruction, the Contractor shall take reasonable steps to promptly correct the deficiencies to Manitoba's satisfaction.

#### **Destruction of personal information on expiration or termination of Agreement**

- 1.22 On expiration or termination of this Agreement for any reason, the Contractor shall, unless otherwise directed by Manitoba, destroy the personal information (including all copies of the personal information in any form or medium) in a manner which adequately protects the confidentiality of the personal information.

## **Statutory definitions of personal information and personal health information**

1. **“personal information”** means recorded information about an identifiable individual, including
  - (a) the individual’s name,
  - (b) the individual’s home address, or home telephone, facsimile or e-mail number,
  - (c) information about the individual’s age, sex, sexual orientation, marital or family status,
  - (d) information about the individual’s ancestry, race, colour, nationality, or national or ethnic origin,
  - (e) information about the individual’s religion or creed, or religious belief, association or activity,
  - (f) personal health information about the individual,
  - (g) the individual’s blood type, fingerprints or other hereditary characteristics,
  - (h) information about the individual’s political belief, association or activity,
  - (i) information about the individual’s education, employment or occupation, or educational, employment or occupational history,
  - (j) information about the individual’s source of income or financial circumstances, activities or history,
  - (k) information about the individual’s criminal history, including regulatory offences,
  - (l) the individual’s own personal views or opinions, except if they are about another person,
  - (m) the views or opinions expressed about the individual by another person, and
  - (n) an identifying number, symbol or other particular assigned to the individual.

2. **“personal health information”** means recorded information about an identifiable individual that relates to

- (a) the individual's health, or health care history, including genetic information about the individual,
- (b) the provision of health care to the individual, or
- (c) payment for health care provided to the individual,

and includes

- (d) the PHIN and any other identifying number, symbol or particular assigned to an individual, and
- (e) any identifying information about the individual that is collected in the course of, and is incidental to, the provision of health care or payment for health care.

3. **“health care”** means any care, service or procedure

- (a) provided to diagnose, treat or maintain an individual's physical or mental condition,
- (b) provided to prevent disease or injury or promote health, or
- (c) that affects the structure or a function of the body,

and includes the sale or dispensing of a drug, device, equipment or other item pursuant to a prescription.

**“PHIN”** means the personal health identification number assigned to an individual by the minister to uniquely identify the individual for health care purposes.